AGREEMENT FOR TEMPORARY SITE ACCESS

(PERMIT OF ENTRY)

THIS AGREEMENT, dated effective as of Insert date, year, is made and entered into by and between **SCHOOL DISTRICT NO. 1J, MULTNOMAH COUNTY, OREGON** ("PPS"), and **LICENSEE NAME**, a(n) insert Entity Type ("Licensee").

**RECITALS:**

A. PPS owns the real property located at location address, Portland, Oregon, known as insert name of school School (the "Property").

B. Licensee desires to enter upon a portion of the Property for the purpose of insert the purpose of the request (hereinafter referred to as the "Permitted Use").

**NOW, THEREFORE**, for and in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Temporary Access.** PPS grants Licensee a revocable temporary license to enter that portion of the Property shown or described on Exhibit A attached hereto (the "License Area") between start time  and end time  during the period start date, year, through end date, year, for the sole purpose of the Permitted Use. While this Agreement is effective, Licensee shall have the right to use the driveways and parking lots at the Property for ingress and egress to the License Area during such time period and during such hours.
2. **Manner of Carrying Out Activities.** All activities performed by Licensee shall be conducted in a good and workmanlike manner, so as not to interfere with PPS's operations on the Property and to cause no damage to the Property. Licensee shall not place its materials or vehicles in a location that would preclude or interfere with vehicular access by PPS or its invitees to any portion of the Property.
3. **Right to Revoke License.** If PPS determines in its sole discretion that Licensee’s activities are causing interference with PPS’s activities or an actual harm or risk of harm to the Property, students, or other parties, or that the license should be revoked for any other reason, as determined by PPS in its sole discretion, PPS may, by notice to Licensee, revoke this license and order Licensee to immediately cease all activities at the Property and to exit the Property.
4. **Compliance with Laws and Rules.** Licensee shall comply with all state laws, Oregon Administrative Rules, City ordinances and PPS policies and regulations applicable to the Property and Licensee. PPS may impose additional rules upon Licensee to implement the terms of this License, policies and regulations of PPS, including without limitation rules related to building safety, emergency preparedness training, and fire drills.
5. **Hazardous Substances.** Licensee shall not cause or permit any Hazardous Substance (as defined below) to be spilled, leaked, disposed of, or otherwise released on or under the Property. Licensee may use or otherwise handle on the Property only those Hazardous Substances typically used or sold in the prudent and safe operation of the Permitted Use. Licensee may store such Hazardous Substances on the Property only in quantities necessary to satisfy Licensee's reasonably anticipated needs. Licensee shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Property. Upon the expiration or termination of this License, Licensee shall remove all Hazardous Substances from the Property. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment.
6. **No Contact With Students.** Licensee shall ensure that Licensee and its directors, shareholders, members, officers, employees, agents, and contractors (collectively referred to as "Licensee's Affiliates"), and the directors, shareholders, members officers, employees, and agents of Licensee's agents and contractors, if any (collectively referred to as "Related Parties"), will have no contact with PPS students while on the Property.
7. **Liens.** Except with respect to activities for which PPS is responsible, Licensee shall pay as due all claims for work done on and for services rendered or material furnished to the Property, and shall keep the Property free from any liens. If Licensee fails to pay any such claims or to discharge any lien, PPS may do so. Any such amount shall bear interest at the rate of 12 percent per annum from the date expended by PPS and shall be payable by Licensee to PPS on demand.
8. **Indemnification.** Licensee shall indemnify, defend, and hold harmless PPS from any claims, losses, damages, costs, expenses, or liabilities arising out of or related to any activity of Licensee, Licensee's Affiliates, Licensee's Related Parties, or Licensee's invitees on the Property or in the common areas of the Building or on the grounds adjacent to the Building. Such claims include, but are not limited to, claims made by Licensee's employees or PPS students or employees and claims made pursuant to ORS Chapter 656. PPS shall have no liability to Licensee for any claims, loss, damages, costs, or expenses arising out of this License.
9. **Insurance.**
   1. **Liability Insurance.** Before entering the Property, Licensee shall procure and thereafter during the term of this License shall continue to carry at Licensee's cost the following insurance issued by a responsible company: commercial general liability insurance (occurrence version) with coverage for bodily injury and property damage liability, personal and advertising injury liability, and medical payments with a general aggregate limit of not less than $2,000,000 and a per occurrence limit of not less than $1,000,000. Such insurance shall cover all risks arising directly or indirectly out of Licensee's activities on or any condition of the Property whether or not related to an occurrence caused or contributed to by PPS's negligence. Such insurance shall protect Licensee against the claims of PPS on account of the obligations assumed by Licensee under Section 8 and shall name PPS as an additional insured by endorsement. Certificates evidencing such insurance and bearing additional insured endorsements as well as endorsements requiring 10 days' written notice to PPS prior to any change or cancellation shall be furnished to PPS prior to Licensee's occupancy of the Property.
   2. **Workers' Compensation.** Prior to entering the Property, Licensee shall procure and thereafter during the term of this License shall continue to carry at Licensee's cost Oregon Workers' Compensation insurance for Licensee's employees. Licensee shall provide proof of such insurance upon request of PPS.
   3. **Restoring Condition of the Property.** On or before the expiration of the term of this license granted in Section 1 above, Licensee shall remove from the Property all personal property placed on the Property by Licensee. Immediately after completion of its activities, Licensee shall restore the Property to the condition it was in prior to the activities authorized by this Agreement. Licensee shall repair any damage to lawns, asphalt, concrete, and structures and bear responsibility for any loss or destruction of or damage to PPS's real and personal property resulting from Licensee's activities under this Agreement. Prior to Licensee leaving the Property, Licensee shall notify PPS that its activities are completed and PPS may inspect the Property. If PPS identifies any damage to the Property or other items that must be addressed to comply with this Agreement, Licensee shall promptly take the requested action.
10. **Copies of Data, Results, and Reports.** At PPS's request, Licensee shall provide PPS with copies of (a) any analytical data generated from any sampling activities that Licensee conducts pursuant to this Agreement, including the raw data and lab reports; and (b) any reports to be provided by Licensee to any governmental authority that are based on or incorporate such data or reports, prior to sending them to the governmental authority.
11. **Miscellaneous.**
    1. **Assignment.** This License may not be assigned, nor may a right of use of any portion of the Property be conferred on any third person by any other means, without the prior written consent of PPS. This provision shall apply to all transfers by operation of law.
    2. **Nonwaiver.** Waiver by either party of strict performance of any provision of this License shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.
    3. **No Offensive Behavior.** Licensee shall require that the behavior of Licensee's Affiliates and Licensee's Related Parties meet the standards which would be appropriate for public employees on PPS premises. Kindness and considerate behavior shall be displayed by Licensee's Affiliates and Licensee's Related Parties toward all persons on the Property and all adjoining property owners, regardless of the circumstances. Licensee shall refrain from any use that would be reasonably offensive to other users of the Property, or owners or users of neighboring premises, or that would tend to create a nuisance.
    4. **No Discrimination.** In its use of the Property, Licensee shall not discriminate against any person on the basis of race, religion, sex, color, or national origin.
    5. **Entire Agreement.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements and understandings between the parties relating to the subject matter of this Agreement. All amendments to this Agreement must be in writing signed by both parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

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| **LICENSEE:**  Insert Licensee Name    Signature    Printed Name and Title    Date | **DISTRICT**  School District No. 1J,  Multnomah County, Oregon    Emily Courtnage  Director, Purchasing & Contracting    Date |

**EXHIBIT A**

License Area

**[Attach diagram or describe area where access is permitted.]**